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11 OAKSTONE LAW GROUP, PC

12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14
15 OAKSTONE LAW GROUP, PC,
16 Plaintiff,
17 v.
18 MARICH BEIN, LLC,
19 Defendant.

Case No. 2:23-cv-1463-JWH-ADS

**SUPPLEMENT TO PLAINTIFF'S
EX PARTE APPLICATION FOR
TEMPORARY RESTRAINING
ORDER AND REQUEST FOR OSC
RE: PRELIMINARY INJUNCTION**

20 Complaint Filed: February 27, 2023
21 Pretrial Conf.: TBD
22 Trial: TBD

23 NOW COMES Plaintiff, OAKSTONE LAW GROUP, PC ("Oakstone" or
24 "Plaintiff"), by and through its undersigned counsel, as and for its Supplement to
25 Plaintiff's *Ex Parte* Application for Temporary Restraining Order and Request for
26 OSC Re: Preliminary Injunction ("Application"), alleges as follows:
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28

SUPPLEMENT TO APPLICATION

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2 1. Since Plaintiff filed its Application on February 27, 2023, it has received
3 several additional communications from clients with additional evidence in support
4 of Plaintiff's Application for TRO. There have also been several developments in
5 ancillary litigation in Texas, necessitating supplementation of Plaintiff's evidence in
6 support of its Application.

7 2. On February 16, 2023, the 193rd Judicial District Court of Dallas
8 County, Texas ("Texas Court"), in Cause No. DC-23-02116, *Oakstone Law Group,*
9 *PC v. BankUnited, NA*, found Plaintiff would suffer immediate and irreparable injury,
10 loss, and damage if Marich Bein's bank, BankUnited, NA ("BankUnited"), continued
11 to debit Plaintiff's customers' accounts. A true and correct copy of the February 16
12 Texas TRO is attached as **Exhibit "A."** After the Texas TRO expired, on Thursday,
13 March 2, 2023, the Texas Court entered a Modified Temporary Restraining Order
14 ("Modified Texas TRO"), finding ongoing harm and good cause to order BankUnited
15 to notify Marich Bein in writing not to "initiate any automatic payments, electronic
16 transfers, or debits for the Purchased Accounts," which are the accounts in dispute in
17 this Lawsuit. A true and correct copy of the Modified Texas TRO is attached as
18 **Exhibit "B."**

19 3. Despite multiple requests from a Texas Court and Oakstone, Marich
20 Bein has continued to make unauthorized and improper debits from Oakstone's
21 customers' accounts. Even after Plaintiff filed its Application herein and obtained
22 entry of the Texas TRO, Plaintiff continues to endure ongoing harm as Marich Bein
23 continues to initiate these payments from Plaintiff's customers.

24 4. In the last few days, several of Plaintiff's customers have not only
25 continued to have their bank accounts debited by Marich Bein without authorization,
26 but to support Oakstone's Application, the customers submitted additional
27 complaints and affidavits, evidencing the ongoing harm. Evidence of the additional
28 complaints and resulting harm is attached to **Exhibit "C,"** the Declaration of

1 Oakstone's Chief Financial Officer, Dongliang Jiang ("Jiang Declaration"). Several
2 of Plaintiff's customers signed declarations evidencing the termination of their
3 relationship with LPG/Marich Bein, their retention of Oakstone as their law firm, and
4 pleading to the Court to enjoin Marich Bein's ongoing tortious conduct. True and
5 correct copies of the customer affidavits and their legal service agreements with
6 Oakstone are attached as **Exhibit "D."**

7 5. As stated in the Jiang Declaration, since Plaintiff filed its Application,
8 Marich Bein continues to debit the accounts, which is preventing Plaintiff from
9 charging Plaintiff's customers for legal services Plaintiff is providing. In other words,
10 Plaintiff is still providing the legal services for which Marich Bein is debiting the
11 accounts. Plaintiff, to avoid causing harm to its customers, has paused its own debits,
12 but unless Marich Bein is enjoined, Oakstone faces the complete closure of its
13 business. Therefore, Plaintiff was forced to lay off a percentage of its workforce. If
14 Marich Bein is permitted to continue to "initiate any automatic payments, electronic
15 transfers, or debits for the Purchased Accounts" before trial can be had in this suit,
16 Plaintiff's business will fold entirely. Thus, Plaintiff pleads to the Court for injunctive
17 relief to stop the bleeding.

18 CONCLUSION

19 For these reasons, Plaintiff asks the Court to consider this Supplement and
20 grant a temporary restraining order, and preliminary injunction, against Marich Bein,
21 its agents, affiliates, subsidiaries, parent companies, successors, assigns, servants,
22 employees, and attorneys, and those persons in active concert or participation with
23 it.

1 Dated: March 6, 2023

Respectfully submitted,

2 RILEY SAFER HOLMES & CANCELA
3 LLP

4 By: /s/ Joshua L. Roquemo
5 Joshua L. Roquemo

6 WICK PHILLIPS GOULD & MARTIN
7 LLP

8 Rusty J. O’Kane (*pro hac vice filed*)
9 Alexandra W. Wahl (*pro hac vice*)

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